



PERMIT FOR GAS DRILLING AND PRODUCTION

The City of Arlington hereby issues permission to conduct gas drilling and completion activities associated with the well(s) identified below.

This Gas Well Permit shall be posted in a conspicuous place on the drill site and shall not be removed without prior permission of the Gas Well Inspector. This permit shall be presented to the Inspector or any City official upon request. The terms and provisions of the "Gas Drilling and Production" Chapter of the Code of the City of Arlington, as amended, are incorporated into this Gas Well Permit as if written word for word herein and shall be considered terms and conditions of this Permit. Gas Well Permits are issued pursuant to the "Gas Drilling and Production" Chapter, as amended, and the approving zoning case, gas well resolution, and any associated stipulations made by City Council or the Inspector in accordance with City Code.

Permit Issued to:

Operator Chesapeake Operating, Inc

Agent to Receive Notice Dusty Anderson

Mailing Address 100 Energy Way

City Fort Worth State Texas Zip 76102 -

Work Phone (817) 502-5000 Mobile Phone () E-mail dusty.anderson@chk.com

Well Name(s): Truman 1H, 2H GW11-66 and GW11-67

Drill Site Name: Truman

Address: 310 North Collins Street, Arlington, TX

Parcel and Production Unit: Truman Unit

RRC Permit Number: 697188, 724005

Well API Number: 43-439-36110, 43-439-36220

Comments:

Fee	Receipt or Check No	Gas Well Permit No(s)	CC approval date
*29,000 ⁰⁰	2226-8242-12,000 ⁰⁰	GW11-66-GW11-67	1-24-2012
	144976-17,000 ⁰⁰		

[Signature]
Building Official

01/31/2012
Date

Separate permits from the Community Development and Planning Department are required for building, mechanical, electrical, fire, concrete, walls/fencing, and plumbing.

The issuance of this permit shall not be construed as a permit to violate any provision of the Code of the City of Arlington, Texas or the previously approved requirements and associated site plan identified in Zoning Case SUP09-31 approved 6/8/10 and Gas Well Resolution 12-016 approved 1-24-2012.

Dusty Anderson

Operator's Signature

9/22/11
Date

Dusty Anderson

Printed Name

Note: Submit an electronic, color copy of a completed permit that is signed and notarized by the operator. Once issued, an electronic copy will be returned to the Operator. Page 3, Permit Stipulations, will be added at time of permit issuance.

INDEMNIFICATION AND EXPRESS NEGLIGENCE PROVISIONS:

Each gas well permit issued by the inspector shall include the following language:

OPERATOR DOES HEREBY EXPRESSLY RELEASE AND DISCHARGE, ALL CLAIMS, DEMANDS, ACTIONS, JUDGMENTS, AND EXECUTIONS WHICH IT EVER HAD, OR NOW HAS OR MAY HAVE, OR ASSIGNS MAY HAVE, OR CLAIM TO HAVE, AGAINST THE CITY OF ARLINGTON, AND/OR ITS DEPARTMENTS, AGENTS, OFFICERS, SERVANTS, SUCCESSORS, ASSIGNS, SPONSORS, VOLUNTEERS, OR EMPLOYEES, CREATED BY, OR ARISING OUT OF PERSONAL INJURIES, KNOWN OR UNKNOWN, AND INJURIES TO PROPERTY, REAL OR PERSONAL, OR IN ANY WAY INCIDENTAL TO OR IN CONNECTION WITH THE PERFORMANCE OF THE WORK PERFORMED BY THE OPERATOR UNDER A GAS WELL PERMIT. THE OPERATOR SHALL FULLY DEFEND, PROTECT, INDEMNIFY, AND HOLD HARMLESS THE CITY OF ARLINGTON, TEXAS, ITS DEPARTMENTS, AGENTS, OFFICERS, SERVANTS, EMPLOYEES, SUCCESSORS, ASSIGNS, SPONSORS, OR VOLUNTEERS FROM AND AGAINST EACH AND EVERY CLAIM, DEMAND, OR CAUSE OF ACTION AND ANY AND ALL LIABILITY, DAMAGES, OBLIGATIONS, JUDGMENTS, LOSSES, FINES, PENALTIES, COSTS, FEES, AND EXPENSES INCURRED IN DEFENSE OF THE CITY OF ARLINGTON, TEXAS, ITS DEPARTMENTS, AGENTS, OFFICERS, SERVANTS, OR EMPLOYEES, INCLUDING, WITHOUT LIMITATION, PERSONAL INJURIES AND DEATH IN CONNECTION THEREWITH WHICH MAY BE MADE OR ASSERTED BY OPERATOR, ITS AGENTS, ASSIGNS, OR ANY THIRD PARTIES ON ACCOUNT OF, ARISING OUT OF, OR IN ANY WAY INCIDENTAL TO OR IN CONNECTION WITH THE PERFORMANCE OF THE WORK PERFORMED BY THE OPERATOR UNDER A GAS WELL PERMIT. THE OPERATOR AGREES TO INDEMNIFY AND HOLD HARMLESS THE CITY OF ARLINGTON, TEXAS, ITS DEPARTMENTS, ITS OFFICERS, AGENTS, SERVANTS, EMPLOYEES, SUCCESSORS, ASSIGNS, SPONSORS, OR VOLUNTEERS FROM ANY LIABILITIES OR DAMAGES SUFFERED AS A RESULT OF CLAIMS, DEMANDS, COSTS, OR JUDGMENTS AGAINST THE CITY, ITS DEPARTMENTS, ITS OFFICERS, AGENTS, SERVANTS, OR EMPLOYEES, CREATED BY, OR ARISING OUT OF THE ACTS OR OMISSIONS OF THE CITY OF ARLINGTON OCCURRING ON THE DRILL SITE OR OPERATION SITE IN THE COURSE AND SCOPE OF INSPECTING AND PERMITTING THE GAS WELLS INCLUDING, BUT NOT LIMITED TO, CLAIMS AND DAMAGES ARISING IN WHOLE OR IN PART FROM THE NEGLIGENCE OF THE CITY OF ARLINGTON OCCURRING ON THE DRILL SITE OR OPERATION SITE IN THE COURSE AND SCOPE OF INSPECTING AND PERMITTING THE GAS WELLS. IT IS UNDERSTOOD AND AGREED THAT THE INDEMNITY PROVIDED FOR IN THIS SECTION IS AN INDEMNITY EXTENDED BY THE OPERATOR TO INDEMNIFY AND PROTECT THE CITY OF ARLINGTON, TEXAS AND/OR ITS DEPARTMENTS, AGENTS, OFFICERS, SERVANTS, OR EMPLOYEES FROM THE CONSEQUENCES OF THE NEGLIGENCE OF THE CITY OF ARLINGTON, TEXAS AND/OR ITS DEPARTMENTS, AGENTS, OFFICERS, SERVANTS, OR EMPLOYEES, WHETHER THAT NEGLIGENCE IS THE SOLE OR CONTRIBUTING CAUSE OF THE RESULTANT INJURY, DEATH, AND/OR DAMAGE.

Dusty Anderson

Operator's Signature

9/22/11

Date

Dusty Anderson

Printed Name

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared Dusty Anderson, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed same for the purposes and consideration therein expressed as the act and deed of Chesapeake Oper. Inc., and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 22nd day of September, 2011.



Erica L. Witte

Notary Public In and For The State of Texas

My Commission Expires: 11/15/14

Truman Drill Site Permit Stipulations

1. Access to the site shall be off FM 157. See attached Transportation Route map.
 - a. Heavy truck maneuvers shall be scheduled to not interfere with traffic, which means the Operator must avoid stadium events, use flagmen and police escorts, and restrict truck traffic from 11 a.m. to 1 p.m.
2. Prior to drilling, a chain-link fence must surround the well pad, and the chain-link fence on the eastern boundary of the SUP limits must be removed. The chain-link fence on the north and west SUP boundary lines must be maintained, and the existing fencing along the south SUP boundary line, consisting of chain-link, wood, and decorative metal, must be maintained.
3. Prior to drilling, a canopy tree and six eastern red cedar trees must be installed in a 10-foot-wide landscape setback along Truman Street in the location shown on the SUP site plan
4. Prior to drilling, a canopy tree and seven eastern red cedar trees must be installed along the eastern SUP boundary.
5. All existing trees and brush along the perimeter of the SUP boundary must remain.
6. Within thirty (30) days after spudding the first well on the site, the SUP property owner must provide buffers and preserve the existing brush in a 20-foot-wide buffer along the SUP's north, east, and west perimeters, and preserve the existing trees and brush in a 20-to-30-foot buffer along the SUP's southern perimeter that is on the SUP property as shown in the SUP site plan.
7. Within thirty (30) days after spudding the first well on the site, the owner must provide and install:
 - a. an eight-foot-high masonry wall around the perimeter of the well pad that is outside the Atmos gas line easement in the location shown on the SUP site plan;
 - b. two additional canopy trees and 11 additional eastern red cedar trees along the western boundary of the well pad outside the masonry wall;
 - c. 13 Eastern red cedar trees in a 20-foot-wide landscape buffer between the well pad's northern masonry wall and the north property line of the SUP; and

- d. four Eastern red cedar trees in a 20-foot-wide landscape buffer between the most eastern portion of the well pad's southern masonry wall and the south boundary line of the SUP.
 - e. This operation site shall have a minimum of one security camera mounted inside the enclosure. Signs shall be posted on the fence or wall of the site to indicate that activity on the site may be recorded by video surveillance.
- 8. Onsite noise monitoring established the daytime ambient noise level at 54.4 dBA and the nighttime ambient noise level at 55.2 dBA.
- 9. The operator shall not withdraw large volumes of water, i.e., filling frac pond/tanks, from the City's water supply system three hours prior to, during, and three hours after major events in the Entertainment District, e.g., Cowboys Stadium and Rangers Ballpark.
- 10. Operational activities at the drill site must be coordinated with the City a minimum of 2 weeks prior to the activity to minimize any roadway impacts before, during, and after major events in the Entertainment District, e.g., Cowboys Stadium and Rangers Ballpark.



Truman Pad Site - Transportation Route

From SH 360 and SH 180 (E. Division St.) travel West for 2.05 miles. Travel North on FM 157 (N. Collins St.) for 0.13 miles to the lease road on the left.

Bridge Clearance
14'9"

- Legend**
- Wellhead Locations
 - TRANSPORTATION
 - Railroads
 - Pad Site Locations

Truman Pad Site Transportation Route		
Date: 9/9/2010		
Projection: Texas State Plane NAD 27 North Central Zone (4202)		
Absolute Scale: 1:18,000		
Relative Scale: 1 inch = 1,500 feet		
Analyst: Mark Flores		